

**PART D**

**SUPPLEMENTAL CONDITIONS**

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply and delivery of treadmill and elliptical equipment.
- D2.2 The major components of the Work are as follows:
- (a) The Contractor shall ensure that if assembly of delivered pieces is required, it shall be completed within two (2) business days of delivery;
  - (b) The Contractor shall provide an on-site demonstration of the fitness equipment, if required, or requested by the Contract Administrator;
    - (i) which shall be scheduled with the Contract Administrator;
    - (ii) which shall be provided within 2 working days of equipment delivery and set-up;
  - (c) The Contractor shall provide Users manual(s) at time of delivery.
- D2.3 Further to D2.1, the City reserves the right to order up to 3 additional pieces of each item, within 90 calendar days of the award of the Contract, at the price Bid on Form B.**

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
  - (c) "**Wear Items**" means running belts and running deck, drive belts and upholstery.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Janice Morris  
Active Living/Sport Coordinator  
Community Development & Recreation Services Division  
395 Main Street (9<sup>th</sup> Floor)  
Winnipeg, Manitoba  
R3B 3N8

Telephone No. (204) 986-3846  
Facsimile No. (204) 986-8381

#### **D5. NOTICES**

D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

D5.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

#### **SUBMISSIONS**

#### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

**D7. COMMENCEMENT**

D7.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order authorizing the commencement of the Work.

**WARRANTY**

**D8. WARRANTY**

D8.1 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D8.2 Further to GC. 10.01, if a defect or deficiency prevents the full and normal use or operation of equipment for a period greater than 4 business days, then the Contractor shall:

D8.2.1 Provide for onsite diagnostic within a 24 hour business day turnaround;

D8.2.2 Parts replacement within seven (7) business day turnaround;

D8.3 Notwithstanding GC.10.01, Wear Items for Item No. 1 shall have a minimum Warranty period of six (6) months.

D8.4 Notwithstanding GC.10.01, GC.10.02 and D8.1, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.